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11 **UNITED STATES DISTRICT COURT**

12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 PORTIA MASON, an individual,

14 Plaintiff,

15 v.
16 INTENT TO DINE LLC d/b/a
17 CAUSITA, a Delaware limited
18 liability company; and DOES 1 to 10,
19 inclusive,

20 Defendants.

21 CASE NO.:

22 **COMPLAINT**

- 23 1. VIOLATIONS OF THE
24 AMERICANS WITH
25 DISABILITIES ACT OF 1990, 42
26 U.S.C. § 12181
- 27 2. VIOLATIONS OF THE UNRUH
28 CIVIL RIGHTS ACT,
29 CALIFORNIA CIVIL CODE § 51
30 **DEMAND FOR JURY TRIAL**

31 Plaintiff Portia Mason (hereafter “Plaintiff”) brings this action based upon
32 personal knowledge as to herself and her own acts, and as to all other matters upon
33 information and belief, based upon, *inter alia*, the investigations of her attorneys.

34 **NATURE OF THE ACTION**

35 1. Plaintiff is a visually impaired and legally blind individual who
36 requires screen-reading software to read website content using her computer.
37 Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with
38 visual impairments who meet the legal definition of blindness in that they have a

visual acuity with correction of less than or equal to 20 x 200. Some blind people who meet this definition have limited vision. Others have no vision.

3 2. Plaintiff brings this Complaint to secure redress against Defendant
4 Intent to Dine LLC d/b/a Causita (hereafter “Defendant”) and DOES 1-10 for its
5 failure to design, construct, maintain, and operate its website to be fully and equally
6 accessible to and independently usable by Plaintiff. Defendant’s denial of full and
7 equal access to its website, and therefore denial of its products and services offered
8 thereby and in conjunction with its physical location, is a violation of Plaintiff’s
9 rights under the Americans with Disabilities Act (“ADA”) and California’s Unruh
10 Civil Rights Act (“UCRA”).

11 3. Because Defendant’s website, <https://causita-la.com/> (the “website” or
12 “Defendant’s website”), is not fully or equally accessible to blind and visually
13 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction
14 to cause a change in Defendant’s corporate policies, practices, and procedures so
15 that Defendant’s website will become and remain accessible to Plaintiff and other
16 blind and visually impaired consumers.

THE PARTIES

18 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the
19 County of Los Angeles. Plaintiff is a legally blind, visually impaired, handicapped
20 person, and a member of a protected class of individuals under the ADA, pursuant
21 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth
22 at 28 CFR §§ 36.101 *et seq.*

23 5. Defendant is a Delaware limited liability company with its
24 headquarters in Los Angeles, California. Defendant's servers for the website are in
25 the United States. Defendant conducts a large amount of its business in California.
26 The physical location where Defendant's goods and services are sold to the public
27 constitutes a place of public accommodation pursuant to 42 U.S.C. § 12181(7)(B),
28 as Defendant owns and operates a restaurant. Defendant's restaurant provides

1 important goods and services to the public. Moreover, Defendant's website
2 provides consumers access to the goods and services which Defendant offers in its
3 brick-and-mortar restaurant. For example, Defendant's website allows for
4 consumers to make reservations; purchase gift cards; contact Defendant; find the
5 brick-and-mortar location and hours of operation; explore Defendant's menu, drink
6 menu, and wine list; subscribe to Defendant's mailing list; learn about Defendant's
7 story and chef; learn about Defendant's other brick-and-mortar businesses; and
8 access Defendant's Instagram page.

9 6. Plaintiff is unaware of the true names, identities, and capacities of each
10 Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this
11 complaint to allege the true names and capacities of DOES 1 to 10 if and when
12 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each
13 Defendant sued herein as a DOE is legally responsible in some manner for the
14 events and happenings alleged herein and that each Defendant sued herein as a DOE
15 proximately caused injuries and damages to Plaintiff as set forth below.

16 7. Defendant's restaurant is a public accommodation within the
17 definition of Title III of the ADA, 42 U.S.C. § 12181(7)(B).

18 8. The website provides access to the goods, services, privileges, and
19 advantages of Defendant's brick-and-mortar location, a place of public
20 accommodation, by allowing consumers to make reservations for Defendant's
21 restaurant through the website and purchase gift cards that can be used in
22 Defendant's restaurant.

JURISDICTION AND VENUE

24 9. Defendant is subject to personal jurisdiction in this District. Defendant
25 has been and continues to commit the acts or omissions alleged herein in the Central
26 District of California, that caused injury, and violated rights prescribed by the ADA
27 and UCRA, to Plaintiff. A substantial part of the acts and omissions giving rise to
28 Plaintiff's claims occurred in the Central District of California. Specifically,

1 Plaintiff has been denied the full use and enjoyment of the facilities, goods, and
2 services of Defendant's website in Los Angeles County. The access barriers
3 Plaintiff has encountered on Defendant's website have caused a denial of Plaintiff's
4 full and equal access and now deter Plaintiff on a regular basis from accessing
5 Defendant's website. Similarly, the access barriers Plaintiff has encountered on
6 Defendant's website have impeded Plaintiff's full and equal enjoyment of goods
7 and services offered at Defendant's brick-and-mortar location.

8 10. This Court also has subject-matter jurisdiction over this action
9 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise
10 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1367.

11 11. This Court has personal jurisdiction over Defendant because it
12 conducts and continues to conduct a substantial and significant amount of business
13 in the State of California, County of Los Angeles, and because Defendant's
14 offending website is available across California.

15 12. Venue is proper in the Central District of California pursuant to 28
16 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and
17 continues to conduct a substantial and significant amount of business in this District,
18 Defendant is subject to personal jurisdiction in this District, and a substantial
19 portion of the conduct complained of herein occurred in this District.

20 13. Defendant owns, operates, and maintains a brick-and-mortar
21 restaurant location in the State of California. Defendant's brick-and-mortar
22 location offers goods and services to the public. Defendant also offers the very
23 goods and services that are offered in Defendant's place of public accommodation
24 to the public through the website. Defendant's brick-and-mortar restaurant location
25 is a place of public accommodation pursuant to 42 U.S.C. § 12181(7)(B), and
26 Defendant's website is subject to the ADA because it provides methods by which
27 consumers can access the goods and services offered in Defendant's restaurant,
28 which are inaccessible to Plaintiff, a disabled screen-reader user.

1 THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET

2 14. The Internet has become a significant source of information, a portal,
3 and a tool for conducting business, doing everyday activities such as shopping,
4 learning, banking, researching, as well as many other activities for sighted, blind,
5 and visually impaired persons alike.

6 15. In today's tech-savvy world, blind and visually impaired people have
7 the ability to access websites using keyboards in conjunction with screen access
8 software that vocalizes the visual information found on a computer screen. This
9 technology is known as screen-reading software. Screen-reading software is
10 currently the only method a blind or visually impaired person may use to
11 independently access the internet. Unless websites are designed to be read by
12 screen-reading software, blind and visually impaired persons are unable to fully
13 access websites, and the information, products, and services contained thereon.

14 16. Blind and visually impaired users of Windows operating system-
15 enabled computers and devices have several screen-reading software programs
16 available to them. Some of these programs are available for purchase and other
17 programs are available without the user having to purchase the program separately.
18 Job Access With Speech, otherwise known as "JAWS," is currently the most
19 popular, separately purchased and downloaded screen-reading software program
20 available for a Windows computer.

21 17. For screen-reading software to function, the information on a website
22 must be capable of being rendered into text. If the website content is not capable
23 of being rendered into text, the blind or visually impaired user is unable to access
24 the same content available to sighted users.

25 18. The international website standards organization, the World Wide
26 Web Consortium, known throughout the world as W3C, has published Success
27 Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1"
28 hereinafter). WCAG 2.1 are well-established guidelines for making websites

1 accessible to blind and visually impaired people. These guidelines are adopted,
 2 implemented, and followed by most large business entities who want to ensure their
 3 websites are accessible to users of screen-reading software programs. Though
 4 WCAG 2.1 has not been formally adopted as the standard for making websites
 5 accessible, it is one of, if not the most, valuable resource for companies to operate,
 6 maintain, and provide a website that is accessible under the ADA to the public.
 7 Plaintiff seeks Defendant comply with WCAG 2.1 as a remedy. Plaintiff does not
 8 premise Defendant's violations of the ADA nor the Unruh Act on violations of
 9 WCAG 2.1. However, the Department of Justice ("DOJ") has issued guidance on
 10 how to make web content accessible to people with disabilities. The DOJ's
 11 guidance provides that: "Existing technical standards provide helpful guidance
 12 concerning how to ensure accessibility of website features. These include [WCAG]
 13 and the Section 508 standards, which the federal government uses for its own
 14 websites."¹ Accordingly, although not a sole basis to premise violations of the ADA
 15 and the Unruh Act on, WCAG "provide helpful guidance concerning how to ensure
 16 accessibility of website features."

17 19. Within this context, the Ninth Circuit has recognized the viability of
 18 ADA claims against commercial website owners/operators with regard to the
 19 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, 913 F.3d 898, 905-
 20 06 (9th Cir. 2019), *cert. denied*, 140 S.Ct. 122, 206 L. Ed. 2d 41 (2019). This is in
 21 addition to the numerous courts that have already recognized such application.

22 20. Each of Defendant's violations of the Americans with Disabilities Act
 23 is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights
 24 Act provides that any violation of the ADA constitutes a violation of the Unruh
 25 Civil Rights Act. Cal. Civ. Code § 51(f).

26 FACTUAL BACKGROUND

27 21. Defendant offers the website to the public. The website offers features

28 ¹ <https://beta.ada.gov/resources/web-guidance/>

1 which should allow all consumers to access the goods and services which Defendant
 2 offers in connection with its physical location. The goods and services offered by
 3 Defendant include, but are not limited to, the following: reservations, Defendant's
 4 dinner menu, Defendant's drink menu, Defendant's wine list, gift cards,
 5 Defendant's story, Defendant's mailing list, Defendant's Instagram page, and
 6 Defendant's contact information.

7 22. Due to Defendant's failure to properly code its website, Plaintiff has
 8 been and is still being denied equal and full access to Defendant's restaurant and
 9 the numerous goods, services, and benefits offered to the public through
 10 Defendant's website.

11 **THE WEBSITE BARRIERS DENY PLAINTIFF ACCESS**

12 23. Plaintiff is a visually impaired and legally blind person, who cannot
 13 use a computer without the assistance of screen-reading software. However,
 14 Plaintiff is a proficient user of JAWS and uses it to access the internet. Plaintiff
 15 visited <https://causita-la.com/> on October 11, 2022 using the JAWS screen-reader.
 16 Plaintiff accessed the website to make reservations.

17 24. During Plaintiff's visit to Defendant's website, Plaintiff encountered
 18 multiple access barriers which denied Plaintiff full and equal access to the facilities,
 19 goods, and services offered to the public and made available to the public on
 20 Defendant's website. For example, Plaintiff who desired to make a reservation,
 21 could not as a result of Defendant's coding failures. To give some context, Plaintiff
 22 uses her keyboard to navigate websites, as she is not sighted and cannot use a
 23 mouse. Thus, in order for Defendant's website to be readable by Plaintiff's screen-
 24 reader, Defendant must implement appropriate website coding practices. Because
 25 Defendant failed to implement proper coding practices, Plaintiff could not use her
 26 screen reader to access Plaintiff's reservation page and to reserve a table because of
 27 the website's access barriers. If Defendant sufficiently coded its website to interact
 28 with Plaintiff's screen-reader, Plaintiff would have been able to interact with these

1 elements and complete a reservation.

2 25. If Defendant had sufficiently coded the website to be readable by
 3 Plaintiff's screen-reader and accessible with her keyboard, Plaintiff would have
 4 been able to interact with these elements and complete a reservation as a sighted
 5 person could.

6 26. Accordingly, Plaintiff was denied the ability to access Defendant's
 7 website and make a reservation, a service which Defendant provides through the
 8 website in conjunction with its place of public accommodation, its restaurant,
 9 because Defendant failed to have the proper procedures in place to ensure that
 10 content uploaded to the website contains the proper coding to convey the meaning
 11 and structure of the website and the goods and services provided by Defendant.

12 27. Due to the widespread access barriers Plaintiff encountered on
 13 Defendant's website, Plaintiff has been deterred from accessing Defendant's
 14 website and Defendant's restaurant.

15 28. Despite Plaintiff's attempts to do business with Defendant on its
 16 website, the numerous access barriers contained on the website and encountered by
 17 Plaintiff, have denied Plaintiff full and equal access to Defendant's website and
 18 Defendant's restaurant. Plaintiff, as a result of the barriers on Defendant's website,
 19 continues to be deterred from accessing Defendant's website and Defendant's
 20 restaurant. Likewise, based on the numerous access barriers Plaintiff has been
 21 deterred and impeded from the full and equal enjoyment of goods and services
 22 offered in Defendant's restaurant.

23 **DEFENDANT'S WEBSITE HAS A SUFFICIENT NEXUS TO**
 24 **DEFENDANT'S RESTAURANT LOCATION TO SUBJECT THE**
 25 **WEBSITE TO THE REQUIREMENTS OF THE AMERICANS WITH**
 26 **DISABILITIES ACT**

27 29. Defendant's website is subject to the ADA because the goods and
 28 services offered on the website are an extension of the goods and services offered

1 in Defendant's brick-and-mortar restaurant. For example, the goods and the
 2 services which can be procured online are available for purchase in Defendant's
 3 brick-and-mortar restaurant. Thus, since the website facilitates access to the goods
 4 and services of a place of public accommodation, the website falls within the
 5 protection of the ADA because the website connects customers to the goods and
 6 services of Defendant's physical restaurant.

7 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

8 30. Due to the inaccessibility of the Defendant's website, blind and
 9 visually impaired customers such as Plaintiff, who need screen-readers, cannot fully
 10 and equally use or enjoy the facilities and services Defendant offers to the public
 11 on its website. The access barriers Plaintiff has encountered have caused a denial
 12 of Plaintiff's full and equal access in the past and now deter Plaintiff on a regular
 13 basis from accessing the website.

14 31. These access barriers on Defendant's website have deterred Plaintiff
 15 from enjoying the goods and services of Defendant's brick-and-mortar restaurant
 16 which are offered through Defendant's website in a full and equal manner to sighted
 17 individuals. Plaintiff intends to visit the Defendant's website and brick-and-mortar
 18 location in the near future if Plaintiff could access Defendant's website as a sighted
 19 person can.

20 32. If the website were equally accessible to all, Plaintiff could
 21 independently navigate the website and complete a desired transaction, as sighted
 22 individuals do.

23 33. Plaintiff, through Plaintiff's attempts to use the website, has actual
 24 knowledge of the access barriers that make these services inaccessible and
 25 independently unusable by blind and visually impaired people.

26 34. The Defendant uses standards, criteria or methods of administration
 27 that have the effect of discriminating or perpetuating the discrimination against
 28 others, as alleged herein.

1 35. The ADA expressly contemplates the injunctive relief that Plaintiff
 2 seeks in this action. In relevant part, the ADA requires:

3 In the case of violations of ... this title, injunctive relief shall include
 4 an order to alter facilities to make such facilities readily accessible to
 5 and usable by individuals with disabilities Where appropriate,
 6 injunctive relief shall also include requiring the ... modification of a
 7 policy 42 U.S.C. § 12188(a)(2).

8 36. Because Defendant's website has never been equally accessible, and
 9 because Defendant lacks a corporate policy that is reasonably calculated to cause
 10 the Defendant's website to become and remain accessible, Plaintiff invokes 42
 11 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to
 12 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply
 13 with WCAG 2.1 guidelines for Defendant's website. The website must be
 14 accessible for individuals with disabilities who use desktop computers, laptops,
 15 tablets, and smartphones. Plaintiff seeks that this permanent injunction require
 16 Defendant to cooperate with the agreed-upon consultant to: train Defendant's
 17 employees and agents who develop the website on accessibility compliance under
 18 the WCAG 2.1 guidelines; regularly check the accessibility of the website under
 19 the WCAG 2.1 guidelines; regularly test user accessibility by blind or vision-
 20 impaired persons to ensure that the Defendant's website complies under the WCAG
 21 2.1 guidelines; and develop an accessibility policy that is clearly disclosed on the
 22 Defendant's website, with contact information for users to report accessibility-
 23 related problems and require that any third-party vendors who participate on the
 24 Defendant's website to be fully accessible to the disabled by conforming with
 25 WCAG 2.1.

26 37. If Defendant's website were accessible, Plaintiff could independently
 27 access information about the services offered and goods available for online
 28 purchase through Defendant's website and complete a reservation.

38. Although Defendant may currently have centralized policies regarding maintaining and operating Defendant's website, Defendant lacks a plan and policy reasonably calculated to make Defendant's website fully and equally accessible to, and independently usable by, blind and other visually impaired consumers.

39. Defendant has, upon information and belief, invested substantial sums in developing and maintaining Defendant's website, and Defendant has generated significant revenue from Defendant's website. These amounts are far greater than the associated cost of making Defendant's website equally accessible to visually impaired customers.

40. Without injunctive relief, Plaintiff will continue to be unable to independently use Defendant's website, violating her rights.

COUNT I

VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42

U.S.C. § 12181 *ET SEQ.*

41. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 40, inclusive, of this Complaint as if set forth fully herein.

42. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: “No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.” 42 U.S.C. § 12182(a).

43. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things: “a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate

1 that making such modifications would fundamentally alter the nature of such goods,
 2 services, facilities, privileges, advantages or accommodations”; and “a failure to
 3 take such steps as may be necessary to ensure that no individual with a disability is
 4 excluded, denied services, segregated or otherwise treated differently than other
 5 individuals because of the absence of auxiliary aids and services, unless the entity
 6 can demonstrate that taking such steps would fundamentally alter the nature of the
 7 good, service, facility, privilege, advantage, or accommodation being offered or
 8 would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public
 9 accommodation shall take those steps that may be necessary to ensure that no
 10 individual with a disability is excluded, denied services, segregated or otherwise
 11 treated differently than other individuals because of the absence of auxiliary aids
 12 and services, unless the public accommodation can demonstrate that taking those
 13 steps would fundamentally alter the nature of the goods, services, facilities,
 14 privileges, advantages, or accommodations being offered or would result in an
 15 undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In
 16 order to be effective, auxiliary aids and services must be provided in accessible
 17 formats, in a timely manner, and in such a way as to protect the privacy and
 18 independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

19 44. Defendant’s locations are a “public accommodation” within the
 20 meaning of 42 U.S.C. § 12181 *et seq.* Upon information and belief, Defendant
 21 generates millions of dollars in revenue from the sale of its amenities and services,
 22 privileges, advantages, and accommodations in California through its location,
 23 related services, privileges, advantages, and accommodations, and its website,
 24 <https://causita-la.com/>, is a service, privilege, advantage, and accommodation
 25 provided by Defendant that is inaccessible to customers who are visually impaired
 26 like Plaintiff. This inaccessibility denies visually impaired customers full and equal
 27 enjoyment of and access to the facilities and services, privileges, advantages, and
 28 accommodations that Defendant makes available to the non-disabled public.

1 Defendant is violating the Americans with Disabilities Act, 42 U.S.C. § 12181 *et*
2 *seq.*, in that Defendant denies visually impaired customers the services, privileges,
3 advantages, and accommodations provided by <https://causita-la.com/>. These
4 violations are ongoing.

5 45. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
6 set forth and incorporated therein, Plaintiff requests relief as set forth below.

7 **COUNT II**

8 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA**
9 **CIVIL CODE § 51 *ET SEQ.***

10 46. Plaintiff alleges and incorporates herein by reference each and every
11 allegation contained in paragraphs 1 through 45, inclusive, of this Complaint as if
12 set forth fully herein.

13 47. Defendant's locations are a "business establishment" within the
14 meaning of the California Civil Code § 51 *et seq.* Upon information and belief,
15 Defendant generates millions of dollars in revenue from the sale of its services in
16 California through its location and related services, and <https://causita-la.com/> is a
17 service provided by Defendant that is inaccessible to customers who are visually
18 impaired like Plaintiff. This inaccessibility denies visually impaired customers full
19 and equal access to Defendant's facilities and services that Defendant makes
20 available to the non-disabled public. Defendant is violating the Unruh Civil Rights
21 Act, California Civil Code § 51 *et seq.*, in that Defendant is denying visually
22 impaired customers the services provided by <https://causita-la.com/>. These
23 violations are ongoing.

24 48. Defendant is also violating the Unruh Civil Rights Act, California
25 Civil Code § 51 *et seq.* in that the conduct alleged herein likewise constitutes a
26 violation of various provisions of the ADA, 42 U.S.C. § 12101 *et seq.* Section 51(f)
27 of the California Civil Code provides that a violation of the right of any individual
28 under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

49. The actions of Defendant were and are in violation of the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff is entitled to injunctive relief remedying the discrimination.

50. Plaintiff is also entitled to statutory minimum damages pursuant to California Civil Code § 52 for each and every offense.

51. Plaintiff is also entitled to reasonable attorneys' fees and costs.

52. Plaintiff is also entitled to a preliminary and permanent injunction enjoining Defendant from violating the Unruh Civil Rights Act, California Civil Code § 51 *et seq.*, and requiring Defendant to take the steps necessary to make <https://causita-la.com/> readily accessible to and usable by visually impaired individuals.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and against Defendant as follows:

- A. A preliminary and permanent injunction pursuant to 42 U.S.C. § 12188(a)(1) and (2) and section 52.1 of the California Civil Code enjoining Defendant from violating the Unruh Civil Rights Act and ADA and requiring Defendant to take the steps necessary to make <https://causita-la.com/> readily accessible to and usable by visually-impaired individuals;
- B. An award of statutory minimum damages of \$4,000 per offense pursuant to section 52(a) of the California Civil Code.
- C. For attorneys' fees and expenses pursuant to California Civil Code §§ 52(a), 52.1(h), and 42 U.S.C. § 12205;
- D. For pre-judgment interest to the extent permitted by law;
- E. For costs of suit; and
- F. For such other and further relief as the Court deems just and proper.

111

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, hereby demands a jury trial for all claims so triable.

Dated: October 18, 2022

Respectfully Submitted,

/s/ Binyamin I. Manoucheri
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